(95)

HIGH COURT OF JUDICATURE CHHATTISGARH : BILASPUR

SINGLE BENCH : HON'BLE SHRI S.R. NAYAK, CJ.

WRIT PETITION No.1053 OF 2006

PETITIONER

M/s S.R. Construction,
Through its Managing Partner,
K.V. Narsimharao,
Aged about 40 years,
S/o Shri Mohan Rao,
Head Office – At 203, Sri Nilayam Apartments, Nirmal Nagar, Ongole, Prakasam, Andhra Pradesh,
Camp Office – Shanti Lodge,
Raigarh, Distt. Raigarh, C.G.

Versus

RESPONDENTS

1. Telecommunications Consultants India Ltd.,
(Govt. of India Enterprises)
Through – its Managing Director,
Head Office – TCIL Bhawan, Greater Kailash-I,
New Delhi – 110048
2. Project Director – L-25, Anupam Nagar, Near T.V. Tower, Raipur,
3. Project Manager:
H.No. 36/279, Chopra Gali, Vikas Nagar, Kotra Road, Raigarh, Chhattisgarh

---

Present : Shri V.V.S. Murthy, learned Sr. Advocate with Shri Pankaj Shrivastava, learned counsel for the petitioner.
Shri A. Shivram Dashrath, learned counsel for respondents.

ORAL ORDER
(Passed on 27th April, 2006)

The dispute brought before the Court by way of this writ petition arises out of an action of the respondents terminating the contract awarded to the petitioner-Construction Company to lay a road. I have perused the tender document. Clause 12 of the tender document contains arbitration clause. The dispute brought before the Court essentially falls within the domain of disputed facts. Therefore, I decline

to entertain the writ petition. The writ petition is accordingly dismissed. The petitioner can work out its legal remedies resorting to arbitration clause contained in Clause 12 of the agreement. If the petitioner takes necessary steps under the arbitration clause within one month from today, the Arbitrator shall decide the reference on merits without reference to the limitation incorporated in Clause 12 of the agreement. No costs.

Sd/-
Chief Justice

[redacted]

subbu

[redacted]